

UNITED STATES TRUST COMPANY

OF NEW YORK

45 WALL STREET NEW YORK, N.Y. 10005

212-425-4500

RECEIVED

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I.C.C.  
FEE OPERATION BR.

7-1947011

Date 7-13-77

Fees \$

RECORDATION NO. 8657 F Filed & Recorded

ICC Washington, D.C. JUL 13 1977-10 55 AM

INTERSTATE COMMERCE COMMISSION

July 12, 1977

RECORDATION NO. 8657-A Filed & Recorded

JUL 13 1977-10 55 AM

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission  
Office of the Secretary  
Washington, D.C. 20423

RECORDATION NO. 8657-E Filed & Recorded

JUL 13 1977-10 55 AM

Gentlemen:

On January 11, 1977, at 1:25 P.M., we filed in your office, pursuant to 49 U.S.C. §20c, the following documents, and each of such documents was recorded under the following recordation numbers:

1. Supplement to the Trust Indenture, dated as of October 1, 1976, and the Trust Indenture, dated as of May 1, 1975, signed by First Security Bank of Utah, N.A. and Thomas C. Cuthbert, not in their individual capacities, but solely as Owner Trustees, and United States Trust Company of New York, as Trustee--Recordation Nos. 8657 and 8657-A.

2. Master Equipment Lease, dated as of October 1, 1976, signed by First Security Bank of Utah, N.A. and Thomas C. Cuthbert, not in their individual capacities, but solely as Owner Trustees, as Lessor, and Kansas City Southern Industries, Inc., as Master Lessee--Recordation No. 8657-B.

3. Lease Supplement No. 1, dated as of October 1, 1976, between First Security Bank of Utah, N.A. and Thomas C. Cuthbert, not in their individual capacities, but solely as Owner Trustees, and Kansas City Southern Industries, Inc., as Master Lessee and Lessee--Recordation No. 8657-C.

C. Cuthbert  
E. Cuthbert  
D. Cuthbert

With this letter we are enclosing for filing and recording, pursuant to 49 U.S.C. §20c, the original and three counterparts of the following:

1. Amendment No. 1 to Supplement to the Trust Indenture, dated as of October 1, 1976 among First Security Bank of Utah, N.A. and Thomas C. Cuthbert, not in their individual capacities, but solely as Owner Trustees, and United States Trust Company of New York, as Trustee.

2. Amendment No. 2 to Supplement to the Trust Indenture, dated as of October 1, 1976 among First Security Bank of Utah, N.A. and Thomas C. Cuthbert, not in their individual capacities, but solely as Owner Trustees, and United States Trust Company of New York, as Trustee.

3. Amendment No. 1 to Lease Supplement No. 1, dated as of March 1, 1977, among First Security Bank of Utah, N.A. and Thomas C. Cuthbert, not in their individual capacities, but solely as Owner Trustees and Lessor, and Kansas City Southern Industries, Inc., as Master Lessee and Lessee.

Attached is a check in the amount of \$30.00 covering the recordation fees.

The names and addresses of the parties to the documents are as follows (as filed herewith):

Owner Trustees under Amendment Nos. 1 and 2 to Supplement to the Trust Indenture and Lessor under Amendment No. 1 to Lease Supplement No. 1

First Security Bank of Utah,  
N.A. and Thomas C. Cuthbert,  
as Owner Trustees  
79 South Main Street  
Salt Lake City, Utah 84111  
Attention: Robert S. Clark, Esq.

Trustee under Amendment Nos. 1 and 2 to Supplement to the Trust Indenture.

United States Trust Company  
of New York, as Trustee  
130 John Street  
New York, New York 10039  
Attention: Corporate Trust and  
Agency Division

Master Lessee and Lessee  
under Amendment No. 1 to  
Lease Supplement No. 1

Kansas City Southern  
Industries, Inc.  
114 W. 11th Street  
Kansas City, Missouri 64105  
Attention: Richard P. Bruening  
General Counsel

The equipment which has been accepted and is the subject of this filing of Amendment Nos. 1 and 2 to Supplement to the Indenture and Amendment No. 1 to Lease Supplement No. 1 consists of the following:

<u>Manufacturer or Seller</u>	<u>Description</u>	<u>Identification or Serial No.</u>
Jackson Railroad Equipment Co.	Model 6000 High Production Tamper- liner	S.N. 123818
Rex Chainbelt Nordberg Div.	Tie Inserter	S.N. 118
Pettibone Corp.	Speed swing Crane with magnet	S.N. 2147
Plasser American Corporation	Ballast Regulator	S.N. 183
Jackson Vibrators, Inc.	Model 2300 Basic Spot & Production Tamper	S.N. 124898 MW 814
Jackson Vibrators, Inc.	Model 2300 Complete Spot & Production Tamper	S.N. 124899 MW 813
Rexnord Inc. Nordberg Machinery Group	Nordberg OMNSI Tie Inserter	S.N. 119 MW 530

<u>Manufacturer or Seller</u>	<u>Description</u>	<u>Identification or Serial No.</u>
Plasser American Corporation	Ballast Regulator	S.N. 193
Plasser American Corporation	Ballast Regulator	S.N. 187
Plasser American Corporation	Ballast Regulator	S.N. 194
Plasser American Corporation	Ballast Regulator	S.N. 195
Pettibone Corp.	Speed Swing Crane	S.N. 2154
Plasser American Corporation	Ballast Regulator	S.N. 196 MW 823
Jackson Vibrators, Inc.	High Production Tamper/Liner Model 6000	S.N. 126276 MW 812
Plasser American Corporation	Ballast Regulator Model PBR 103	S.N. 202 MW 849

The equipment will be marked as follows:

FIRST SECURITY BANK OF UTAH, N.A. and THOMAS C. CUTHBERT, not in their individual capacities, but solely as Trustees, as Lessor under Kansas City Southern Industries, Inc. 1976 Equipment Lease No. 1; UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee, Secured Party and Lien Holder.

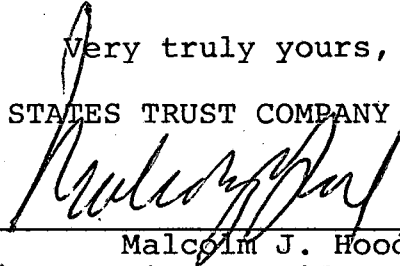
Since the three Supplements relate to the same documents as were covered by the prior filing, we would appreciate it if these Supplements were filed and recorded under the same basic recordation number as the prior recorded documents, namely number 8657.

Please stamp one of the three counterparts to each of the documents with the recordation number, time and date and return such stamped counterparts to the messenger delivering usual letter confirming recordation.

Very truly yours,

UNITED STATES TRUST COMPANY OF NEW YORK

By



Malcolm J. Hood  
Vice President

DUPLICATE

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AMENDMENT NO. 2

To

SUPPLEMENT TO THE TRUST INDENTURE

Dated as of October 1, 1976

Between

FIRST SECURITY BANK OF UTAH, N.A. and  
THOMAS C. CUTHBERT, not in their individual  
capacities, but solely as trustees under a  
Master Trust Agreement dated as of May 1, 1975  
between them and Itel Leasing Corporation  
and as amended as of October 1, 1976,  
as *Owner Trustees*

and

UNITED STATES TRUST COMPANY OF NEW YORK,  
as *Trustee*

Supplemental to Trust Indenture  
dated as of May 1, 1975

KANSAS CITY SOUTHERN INDUSTRIES, INC. 1976  
EQUIPMENT TRUST NO. 1

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RECORDATION NO. *8657-E* Filed & Recorded  
JUL 13 1977 - 10 - 6 A.M.  
INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 2  
To  
SUPPLEMENT TO THE TRUST INDENTURE

THIS AMENDMENT NO. 2, dated as of March 1, 1977, to Supplement to the Trust Indenture, dated as of October 1, 1976, and as amended (the *Supplement*), by and between UNITED STATES TRUST COMPANY OF NEW YORK, a New York corporation, as trustee (the *Trustee*), and FIRST SECURITY BANK OF UTAH, N.A., a national banking association, and THOMAS C. CUTHBERT, not in their individual capacities, but solely as trustees (the *Owner Trustees*) under a Master Trust Agreement dated as of May 1, 1975 between them and Itel Leasing Corporation and as amended as of October 1, 1976.

W I T N E S S E T H :

WHEREAS, the parties hereto have entered into the Supplement which is supplemental to the Trust Indenture dated as of May 1, 1975 and which relates to Kansas City Southern Industries, Inc. 1976 Equipment Trust No. 1; and

WHEREAS, the parties now desire to amend the Supplement as set forth herein below;

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, receipt of which is hereby acknowledged, the Trustee and the Owner Trustees hereby agree as follows:

**SECTION 1.**     *Amendments to Supplement.*

(a) The following definitions set forth in Exhibit A to the Supplement are hereby amended in their entirety to read as follows:

*Maximum Aggregate Principal  
Amount:*

Series 1A and 2A:     \$1,330,000

Series 1A, 1B, 2A  
and 2B:     \$2,450,000

Series 1A, 1B, 1C,  
2A, 2B, 3B and  
3C:     \$3,010,000

*Security for Notes of these  
Series*

Series

Groups of Equipment

1A	1A, 1B, 1C, 2A, 2B, 2C, 3B and 3C
1B	1A, 1B, 1C, 2A, 2B, 2C, 3B and 3C
2A	1A, 1B, 1C, 2A, 2B, 2C, 3B and 3C
2B	1A, 1B, 1C, 2A, 2B, 2C, 3B and 3C

- (b) Attached hereto is a new Exhibit A-1 to the Supplement.

**SECTION 2. *Miscellaneous.***

(a) *Counterpart Execution.* This Amendment No. 2 to the Supplement may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument.

(b) *Effect of Amendments.* Except as otherwise modified herein, the Supplement remains unchanged and is in full force and effect.

(c) *Headings.* The headings of the sections and paragraphs of this Amendment No. 2 have been inserted for convenience of reference only and shall in no way affect or otherwise modify any of the terms and provisions herein.



IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to the Supplement to be duly executed by their respective officers thereunto duly authorized, as of the 1st day of March, 1977.

**FIRST SECURITY BANK OF UTAH, N.A. and  
THOMAS C. CUTHBERT**, not in their  
individual capacities, but solely  
as trustees under a Master Trust  
Agreement dated as of May 1, 1975  
between them and  
Itel Leasing Corporation and as amended  
as of October 1, 1976,  
as *Owner Trustees*

By **FIRST SECURITY BANK OF UTAH, N.A.**,  
not in its individual capacity, but  
solely as Corporate Trustee and on  
behalf of the Individual Trustee,  
as *Corporate Trustee*

By   
Authorized Officer

[Seal]

Attest:



**UNITED STATES TRUST COMPANY OF NEW YORK,**  
as *Trustee*

By \_\_\_\_\_  
Vice President

[Seal]

Attest:

\_\_\_\_\_  
Assistant Secretary

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to the Supplement to be duly executed by their respective officers thereunto duly authorized, as of the 1st day of March, 1977.

**FIRST SECURITY BANK OF UTAH, N.A. and  
THOMAS C. CUTHBERT**, not in their  
individual capacities, but solely  
as trustees under a Master Trust  
Agreement dated as of May 1, 1975  
between them and  
Itel Leasing Corporation and as amended  
as of October 1, 1976,  
as *Owner Trustees*

By **FIRST SECURITY BANK OF UTAH, N.A.**,  
not in its individual capacity, but  
solely as Corporate Trustee and on  
behalf of the Individual Trustee,  
as *Corporate Trustee*

By \_\_\_\_\_  
*Authorized Officer*

[Seal]

Attest:

\_\_\_\_\_

**UNITED STATES TRUST COMPANY OF NEW YORK,**  
as *Trustee*

By *Gene R. Scocca*  
*Asst. Vice President*

[Seal]

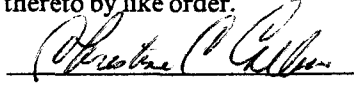
Attest:

*Thomas P. Zaleski*  
Assistant Secretary

STATE OF NEW YORK )  
 : ss.:  
COUNTY OF NEW YORK )

On the 17 day of March, 1977, before me personally came MALCOLM J. HOOD, to me known, who, being by me duly sworn, did depose and say that he resides in Warren, New Jersey; that he is an Asst Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the By-Laws of said corporation, and that he signed his name thereto by like order.

HER



Notary Public

CHRISTINE C. COLLINS

Notary Public, State of New York

No. 31-4624735

Qualified in New York County

Certificate filed in New York County

Commission Expires March 30, 1978

[NOTARIAL SEAL]

STATE OF UTAH )  
 : ss.:  
COUNTY OF SALT LAKE )

On the \_\_\_\_ day of March, A.D. 1977, personally appeared before me, \_\_\_\_\_ who, being by me duly sworn, did say, that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., and that said instrument was signed in behalf of said national banking association by authority of its by-laws and by resolution of its board of directors, and said \_\_\_\_\_ acknowledged to me that said national banking association executed the same.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

STATE OF NEW YORK       )  
  : SS.:  
COUNTY OF NEW YORK    )

On the \_\_\_\_ day of March, 1977, before me personally came MALCOLM J. HOOD, to me known, who, being by me duly sworn, did depose and say that he resides in Warren, New Jersey; that he is a Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the By-Laws of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

STATE OF UTAH               )  
  : SS.:  
COUNTY OF SALT LAKE    )

On the 16th day of March, A.D. 1977, personally appeared before me, John A. Beckstead who, being by me duly sworn, did say, that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., and that said instrument was signed in behalf of said national banking association by authority of its by-laws and by resolution of its board of directors, and said John A. Beckstead acknowledged to me that said national banking association executed the same.

Richard B. Eichner  
Notary Public

[NOTARIAL SEAL]

*My commission  
expires Nov 22, 1979*

**EXHIBIT A-1**  
**to Supplement to the Trust Indenture**

**EQUIPMENT GROUPS**  
**1C, 2C, 3B, 3C**

**Number of Supplemental Indentures:** 224-227

**Date of Supplement to the Trust Indenture and of Supplemental Indenture:** As of October 1, 1976

**Name of Lessee:** Kansas City Southern Industries, Inc.

**Designation of Lease:** Kansas City Southern Industries, Inc. 1976 Equipment Lease No. 1

**Title of Notes of These Series:** Promissory Notes, Series 1C, 2C, 3B and 3C (Kansas City Southern Industries, Inc. 1976 Equipment Trust No. 1)

**Maximum Aggregate Principal Amount:** Series 1A, 1B, 1C, 2A  
2B, 2C, 3B and 3C: \$3,010,000

**Frequency of Interest Payments:** Semiannually in arrears

**Rate of Interest:** All series of Notes shall bear interest from and including their respective dates of issuance to but excluding (A) at the rate equal to 120% of the prime interest rate of Bank of America, National Trust & Savings Association (being the rate per annum which such Bank charges for unsecured 90-day loans to substantial and responsible commercial borrowers) from time to time in effect, computed on the basis of a 360-day year of twelve 30-day months. From and including (A) to but excluding the date payment in full of the respective principal amounts thereof is made, all series of Notes shall bear interest at the rate of 9% per annum (the *Long-Term Debt Rate*)

(A) July 15, 1977 in the case of Notes of Series 3B and January 15, 1978 in the case of Notes of Series 1C, 2C and 3C.

**Interest Payment Dates:** January 15 and July 15 of each year.

**Principal Payment Dates:** January 15 and July 15 of each year commencing, with respect to Notes of each Series, on the First Principal Payment Date and ending on the Last Principal Payment Date.

EXHIBIT A-1  
to  
Supplement  
to the  
Trust  
Indenture  
Page 2

	<u>Series</u>			
	<u>1C</u>	<u>2C</u>	<u>3B</u>	<u>3C</u>
<i>First Interest Payment Date:</i>	01/15/78	01/15/78	07/15/77	01/15/78
<i>First Principal Payment Date:</i>	07/15/78	07/15/78	01/15/78	07/15/78
<i>Last Principal Payment Date:</i>	01/15/85	01/15/93	07/15/83	01/15/84
<i>Rate of Interest on Overdue Payments of Principal, Premium and Interest:</i>	1% in excess of the Long-Term Debt Rate			

*Security for Notes of These Series:*

<u>Series</u>	<u>Groups of Equipment</u>
1C	1A, 1B, 1C, 2A, 2B, 2C, 3B and 3C
2C	1A, 1B, 1C, 2A, 2B, 2C, 3B and 3C
3B	1A, 1B, 1C, 2A, 2B, 2C, 3B and 3C
3C	1A, 1B, 1C, 2A, 2B, 2C, 3B and 3C

*Name and Address of Related Beneficiary:*

The First National Bank of Kansas City  
14 West 10th Street  
Kansas City, Missouri 64105

Attention: Neil T. Douthat  
Assistant Vice President

*Related Beneficiary's Counsel:*

Stinson, Mag, Thomson, McEvers & Fizzell  
Suite 2100  
TenMain Center  
Kansas City, Missouri 64105

*Modification of Indenture Provisions:*

(A) For purposes of these Supplements, paragraphs (A) through (V) of *Modification of Indenture Provisions* set forth in Exhibit A to the Supplement are, by this reference, incorporated herein as though set forth in full.

EXHIBIT A-1  
to  
Supplement  
to the  
Trust  
Indenture  
Page 3

(B) Notwithstanding the provisions of Sections 3.06 and 5.01 of the Indenture with respect to the Form of Note, for purposes of these Supplements payments shall not be level consecutive payments of principal and interest, but rather, for each \$1,000,000 of principal amount of said Notes, payments of principal and interest shall be as follows:

<u>Principal Payment No.</u>	<u>Principal Amount Payable</u>	<u>Interest Payable</u>	<u>Total Amount Payable</u>
<u>Series 1C</u>			
1	\$ 59,802.66	\$ 45,000.00	\$104,802.66
2	62,493.78	42,308.88	104,802.66
3	65,306.00	39,496.66	104,802.66
4	68,244.77	36,557.89	104,802.66
5	71,315.78	33,486.88	104,802.66
6	74,524.99	30,277.67	104,802.66
7	77,878.62	26,924.04	104,802.66
8	70,788.70	23,419.50	94,208.20
9	73,974.19	20,234.01	94,208.20
10	66,933.80	16,905.17	83,838.97
11	69,945.82	13,893.15	83,838.97
12	63,646.85	10,745.59	74,392.44
13	66,510.96	7,881.48	74,392.44
14	108,633.08	4,888.49	113,521.57
<u>Series 2C</u>			
1	\$ 16,910.24	\$ 45,000.00	\$ 61,910.24
2	17,671.20	44,239.04	61,910.24
3	18,466.40	43,443.84	61,910.24
4	19,297.39	42,612.85	61,910.24
5	20,165.78	41,744.46	61,910.24
6	21,073.24	40,837.00	61,910.24
7	22,021.53	39,888.71	61,910.24
8	23,012.50	38,897.74	61,910.24
9	24,048.06	37,862.18	61,910.24
10	25,130.23	36,780.01	61,910.24
11	26,261.09	35,649.15	61,910.24
12	27,442.83	34,467.41	61,910.24
13	28,677.76	33,232.48	61,910.24
14	29,968.26	31,941.98	61,910.24
15	31,316.83	30,593.41	61,910.24
16	32,726.09	29,184.15	61,910.24
17	34,198.76	27,711.48	61,910.24

EXHIBIT A  
to  
Supplement  
to the  
Trust  
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Page 4

<u>Principal Payment No.</u>	<u>Principal Amount Payable</u>	<u>Interest Payable</u>	<u>Total Amount Payable</u>
18	35,737.71	26,172.53	61,910.24
19	37,345.91	24,564.33	61,910.24
20	39,026.47	22,883.77	61,910.24
21	40,782.66	21,127.58	61,910.24
22	42,617.88	19,292.36	61,910.24
23	44,535.69	17,374.55	61,910.24
24	46,539.79	15,370.45	61,910.24
25	48,634.08	13,276.16	61,910.24
26	45,836.96	11,087.62	56,924.58
27	47,899.62	9,024.96	56,924.58
28	41,351.61	6,869.48	48,221.09
29	43,212.44	5,008.65	48,221.09
30	68,090.99	3,064.09	71,155.08

Series 3B

1	\$ 68,895.17	\$ 45,000.00	\$113,895.17
2	71,995.45	41,899.72	113,895.17
3	75,235.25	38,659.92	113,895.17
4	78,620.83	35,274.34	113,895.17
5	82,158.77	31,736.40	113,895.17
6	85,855.92	28,039.25	113,895.17
7	89,719.43	24,175.74	113,895.17
8	93,756.81	20,138.36	113,895.17
9	97,975.86	15,919.31	113,895.17
10	102,384.78	11,510.39	113,895.17
11	75,013.08	6,903.08	81,916.16
12	78,388.65	3,527.49	81,916.14



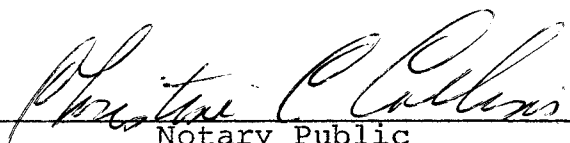
EXHIBIT A  
to  
Supplement  
to the  
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<u>Principal Payment No.</u>	<u>Principal Amount Payable</u>	<u>Interest Payable</u>	<u>Total Amount Payable</u>
<u>Series 3C</u>			
1	\$ 68,739.20	\$ 45,000.00	\$113,739.20
2	71,832.46	41,906.74	113,739.20
3	75,064.92	38,674.28	113,739.20
4	78,442.85	35,296.35	113,739.20
5	81,972.77	31,766.43	113,739.20
6	85,661.55	28,077.65	113,739.20
7	89,516.32	24,222.88	113,739.20
8	93,544.55	20,194.65	113,739.20
9	97,754.06	15,985.14	113,739.20
10	70,541.67	11,586.21	82,127.88
11	73,716.05	8,411.83	82,127.88
12	113,213.60	5,094.61	118,308.21

CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK )  
:  
COUNTY OF NEW YORK)

On this 8 day of July, 1977 before me personally appeared MALCOLM J. HOOD, to me personally known, who being by me duly sworn, says that he is a Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, and that said instrument was signed on behalf of said corporation by authority of its Board of ~~Directors~~<sup>Trustees</sup>, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

CHRISTINE C. COLLINS  
Notary Public, State of New York  
No. 31-4624735  
Qualified in New York County  
Certificate filed in New York County  
Commission Expires March 30, 1978

[SEAL]

My Commission Expires: March 30, 1978